

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

WILLIAM H. TURK

Plaintiff,

v.

REGAL NISSAN, INC.

Defendant.

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CIVIL ACTION

FILE NO. 1:11-cv-00830-JOF

**JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT**

COME NOW, Plaintiff William H. Turk and Defendant Regal Nissan, Inc. and jointly move for an Order approving the Confidential Settlement Agreement between the parties to resolve the Plaintiff's lawsuit asserting claims under the Fair Labor Standards Act. As grounds for their Motion, Plaintiff and Defendant state as follows:

1. Plaintiff's Complaint asserts claims under the Fair Labor Standards Act ("FLSA") for compensatory damages consisting of unpaid overtime compensation, liquidated damages, attorney's fees and costs. This claim arose pursuant to the FLSA, 29 U.S.C. §210, et seq. and therefore requires Court

approval. Lynn's Foods Stores, Inc. v. United States, 679 F2d 1350, 1353 (11<sup>th</sup> Cir. 1982).

2. In order to approve a settlement proposed by an employer and employee, a court must determine that the settlement is a fair and reasonable resolution of a bona fide dispute of the claims raised pursuant to the FLSA. Id. at 1355. If a settlement in an FLSA suit reflects a "reasonable compromise over issues," such as FLSA coverage or computation of back wages that are "actually in dispute," the court may approve the settlement "in order to promote the policy of encouraging settlement of litigation." Id. at 1354.

3. There is a bona fide dispute in this matter. Defendant has denied that Plaintiff is entitled to any overtime compensation, back wages, liquidated damages, attorney's fees or costs because Plaintiff's position was exempt from overtime compensation requirements pursuant to 29 U.S.C. §213(b)(10). Further, Defendant has asserted that the applicable statute of limitations in this matter is two years. Within the two years preceding that date of filing this lawsuit, Plaintiff received only two pay checks from Defendant, with a total of 28.08 overtime hours. Finally, Defendant has asserted that it had legitimate and reasonable grounds for Plaintiff's termination.

4. In an effort to avoid expenses associated with the litigation of this action and any appeal or post-verdict motions that may be filed, the parties have

reached a settlement agreement and have memorialized the agreement in a document titled Confidential Settlement Agreement (the “Agreement”).

5. The parties assert that the settlement is a fair, adequate and reasonable compromise of Plaintiff’s claims under the FLSA given the facts and circumstances of the case.

6. The parties stipulate to the final dismissal order being entered by the Court.

WHEREFORE, Plaintiff and Defendant jointly request that the Court enter an Order approving the settlement and finding that the Agreement is a fair, adequate and reasonable resolution.

Respectfully submitted, this 20<sup>th</sup> day of September, 2011.

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